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10 **United States District Court**
11 **Western District Of Washington**
12 **At Tacoma**

13 **Christopher Walker,**

14 Plaintiff,

15 v.

16 **National Credit Systems Inc., and**
17 **Equifax Information Services LLC,**

18 Defendants.

19 Cause No:

20 **Complaint**

21 **Jury Demand**

22
23 **Jurisdiction**

24 1. The Court has jurisdiction under 15 USC Section 1681(p), and has pendent jurisdiction.

25 Venue lies in the Western District of Washington as plaintiff's claims arose from acts of the
26 defendants having impact therein.

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28
29 **Complaint - 1**

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Preliminary statement

2. Plaintiff brings this action for damages based upon defendants' violations of the Fair Credit Reporting Act, 15 U.S.C sections 1681 *et seq.* ("FCRA"), and for pendent state claims brought as supplemental claims.

3. Plaintiff is a resident of Pierce County. Plaintiff is a "consumer" as defined by section 1681a(c) of the FCRA.

4. National Credit Systems, Inc. ("NCS") is a company doing business in the State of Washington and is a corporation, that regularly collects or attempts to collect debts owed or due or asserted to be owed or due and/or attempts to collect debts bought by it after default, and it is a "debt collector" as defined by the FDCPA section 1692a(6), and is a "collection agency" as defined by RCW 19.16.100(3).

5. Equifax Information Services LLC (“Equifax”) is a foreign limited liability company licensed to do business in the State of Washington. Equifax regularly conducts business in Western District of Washington.

6. Equifax is a consumer reporting agency, as defined in section 1681(f) of the FCRA, regularly engaged in the business of assembling, evaluating, and dispersing information concerning consumers for the purpose of furnishing consumer reports, as defined in section 1681a(d) of the FCRA, to third parties.

Factual allegations

7. Plaintiff's creditworthiness and privacy have been repeatedly compromised by the acts, and omissions of the defendants.

Complaint - 2

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1 8. Plaintiff previously had an agreement with Madison Apartment Group LLC for an apartment
2 at Brantley Pines. Plaintiff settled all alleged debts with Madison Apartment Group LLC in or
3 about May 2008. Plaintiff payed the debt as mutually agreed.

4 9. In or about July 2009 plaintiff reviewed his credit report and found false, derogatory
5 information reported by NCS to credit reporting bureaus.
6

7 10. On or about July 13, 2009 plaintiff disputed the debt reported by NCS in writing.
8

9 11. NCS refused to remove the account from plaintiff's credit file despite the dispute. In its
10 response NCS stated that plaintiff owes a debt to Brantley Pines and advised plaintiff to pay the
11 debt or the collection procedure will continue.
12

13 12. Plaintiff contacted NCS repeatedly to resolve this matter and disputed the derogatory
14 information on his credit report to no avail.
15

16 13. These acts and omissions of NCS were undertaken as part of its regular debt collection
17 efforts, and without regard the rights of plaintiff.
18

19 14. The derogatory information was provided to credit reporting agencies, including Equifax.
20

21 15. Plaintiff disputed the listings with Equifax repeatedly in writing by phone and/or
22 electronically.
23

24 16. In or about August 2009, plaintiff disputed the account with Equifax. Upon information and
25 belief Equifax conveyed the dispute to NCS.
26

27 17. In or about August 2009, upon information and belief NCS, did no reasonable investigation
28 of plaintiff's dispute and reverified the reporting to Equifax.
29

30 18. Accounts Equifax erroneously reported on plaintiff's credit report were derogatory and
31 damaging to his credit. Further the appearance of the alledged debt made him appear less
32 creditworthy than he was.
33

19. Upon information and belief NCS failed to report the account as disputed to credit reporting bureaus.

20. The false publishing of this account has negatively affected plaintiff's credit reputation.

21. As a result of the false derogatory information reported by defendants, plaintiff sustained actual damages and injury including damage to his creditworthiness, denial of credit and abstention from applying for credit.

Statement of Claims Against Equifax

22. In the entire course of its action, Equifax willfully and/or negligently violated the provisions of the FCRA in the following respects

- a) By willfully and/or negligently failing in the preparation of the consumer reports concerning Plaintiff, to follow reasonable procedures to assure maximum possible accuracy of the information in the reports;
 - b) By willfully and/or negligently failing to comport with the FCRA section 1681e(b);
 - c) Defaming Plaintiff by publishing to third parties false information regarding his creditworthiness;
 - d) Invading the privacy of Plaintiff;
 - e) Failed in its duty to prevent foreseeable injury to Plaintiff.

Statement of Claims Against NCS

22. NCS has willfully and/or maliciously acted and failed to act as follows:

- a) Willfully and/or negligently violated the provisions of the FCRA by willfully and/or negligently failing to comport with FCRA section 1681s-2(b);
 - b) In the entire course of its actions NCS defamed plaintiffs by storing and distributing false information with disregard for its truth or falsity;

Complaint - 4

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- c) Defamed plaintiff by storing and distributing false information with disregard for its truth or falsity;
 - d) Committed unfair, deceptive and harassing acts and omissions against plaintiff in violation of the FDCPA;
 - e) Invading the privacy of plaintiff;
 - f) Failed in its duty to prevent foreseeable injury to plaintiff.

Prayer For Relief

THEREFORE, plaintiff prays that the Court grant the following relief as against defendants:

1. actual damages;
 2. statutory damages;
 3. punitive damages;
 4. attorney's fees; and
 5. costs.

Respectfully submitted,

DATED this 1st day of March, 2010.

Christopher E. Green

Christopher E. Green
Attorney for plaintiff

Complaint - 5

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